

**ZB# 00-27**

**Rudolph Losio**

**62-5-8**

Prelim.  
June 26, 2000.  
Arthur Haselips.  
(No Show)

Prelim.  
Aug. 14, 2000

Public Hearing:  
Sept. 25, 2000.  
Variance  
Area Granted

Refund:  
\$212.00

#00-22- Losio, Rudolph  
Area 62-5-8.



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Losio, Rudolph

FILE# 00-27

RESIDENTIAL: \$50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE     

APPLICATION FOR VARIANCE FEE ..... \$ 50.00

*Paid # 297  
8/31/00.*

ESCROW DEPOSIT FOR CONSULTANT FEES ..... \$ 300.00

*Paid # 298  
8/31/00*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 8/14/00 - 2 .. \$ 9.00  
2ND PRELIMINARY- PER PAGE 9/25/00 - 2 .. \$ 9.00  
3RD PRELIMINARY- PER PAGE ..... \$       
PUBLIC HEARING - PER PAGE ..... \$       
PUBLIC HEARING (CONT'D) PER PAGE ..... \$       
TOTAL ..... \$ 18.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 8/14/00 ..... \$ 35.00  
2ND PRELIM. 9/25/00 ..... \$ 35.00  
3RD PRELIM. .... \$       
PUBLIC HEARING. .... \$       
PUBLIC HEARING (CONT'D) ..... \$       
TOTAL ..... \$ 70.00

MISC. CHARGES:

..... \$       
TOTAL ..... \$ 88.00

LESS ESCROW DEPOSIT ..... \$ 300.00  
(ADDL CHARGES DUE) ..... \$       
REFUND DUE TO APPLICANT .. \$ 212.00

Date 1/29/80, 1980

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Anthony's Poultry Farm, Inc. DR.  
2084 State Route 208  
Montgomery, N.Y. 12549.

[illegible]

Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553  
(914) 563-4611

**RECEIPT**  
**#677-2000**

**08/31/2000**

**Anthonsen's, Poultry Farm Inc.**

**Received \$ 50.00 for Zoning Board Fees, on 08/31/2000. Thank you for stopping by the Town Clerk's office.**

**As always, it is our pleasure to serve you.**

**Dorothy H. Hansen  
Town Clerk**

**ANTHONISEN'S POULTRY FARM, INC.**

(914) 457-9291  
2084 STATE ROUTE 208  
MONTGOMERY, NEW YORK 12549

50-7131/2219

297

Date 8/31/00

Pay to the Order of Town of New Windsor \$ 50<sup>00</sup>/<sub>100</sub>  
Fifty and<sup>00</sup>/<sub>100</sub> Dollars



WALDEN SAVINGS BANK  
Main Office  
P.O. Box 152  
2 Bank Street, Walden, NY 12586

For LOSIO #ZBA 00-27.

⑆221971316⑆06 90 007524⑈ 0297

© Clarke American

GUARDIAN® SAFETY GREEN WGN

**ANTHONISEN'S POULTRY FARM, INC.**

(914) 457-9291  
2084 STATE ROUTE 208  
MONTGOMERY, NEW YORK 12549

50-7131/2219

298

Date 8/31/00

Pay to the Order of Town of New Windsor \$ 300<sup>00</sup>/<sub>100</sub>  
Three Hundred<sup>00</sup>/<sub>100</sub> Dollars



WALDEN SAVINGS BANK  
Main Office  
P.O. Box 152  
2 Bank Street, Walden, NY 12586

For LOSIO ZBA #00-27.

⑆221971316⑆06 90 007524⑈ 0298

© Clarke American

GUARDIAN® SAFETY GREEN WGN

In the Matter of the Application of

**RUDOLPH LOSIO**

MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE

#00-27.

**WHEREAS, RUDOLPH LOSIO**, residing at 336 Maple Avenue, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 25 ft. front yard variance for an existing attached garage located at the above address in an R-4 zone; and

**WHEREAS**, a public hearing was held on the 25th day of September, 2000 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, Arthur Anthonisen appeared on behalf of this Application; and

**WHEREAS**, there were no spectators appearing at the public hearing; and

**WHEREAS**, no one spoke in opposition to this Application; and

**WHEREAS**, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.

(b) The Applicant constructed a garage attached to the house in 1974 but did not obtain a Certificate of Occupancy.

(c) The garage encroaches on the now-required front yard set back.

(d) There have been no complaints about the garage, formal or informal, since its construction.



(e) The garage is not constructed on the top of any water or sewer easement, septic system or well.

(f) The property is serviced by Town sewer and Beaver Dam Lake water.

**WHEREAS,** The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

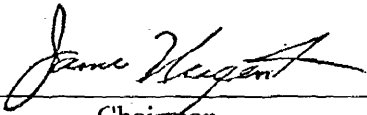
**NOW, THEREFORE, BE IT**

**RESOLVED,** that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 25 ft. front yard variance for an existing attached garage located at the above residence in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: December 11, 2000.

  
Chairman

Date 9/26/10, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO ..... Frances Roth ..... DR.  
168 N. Drury Lane  
Newburgh, N.Y. 12550

ATE

CLAIMED

ALLOWED

3/5/10	Zoning Board Mtg	75	00		
	Misc - 2				
	Cactus Properties - 4				
	Goodano - 4				
	Brajaflat - 2				
	Wilkins - 2				
	Chew - 1				
	Losio - 2 9.00				
	Sandcastle Homes - 8	112	50		
	<u>25</u>				
		187	50		

PUBLIC HEARING:

LOSIO, RUDOLPH

Mr. Arthur Anthonisen appeared before the board for this proposal.

MR. NUGENT: Anybody here in connection with this public hearing? Let the record show that there's no one in the audience. Request for 25 Ft. front yard variance for existing attached garage at 336 Maple Avenue in an R-4 zone.

MR. ANTHONISEN: Yes, I explained the situation at the pre meeting last month, the house originally was built in 1968 and in 1974, the garage was attached, the photographs that we had submitted show the garage and the garage requires the variance to meet the existing code for a front yard setback and the purpose of this public hearing is to have a variance for this front yard setback.

MR. KANE: Mr. Losio, the garage has been existing since 1974, have you had any complaints about the garage, formal or informal?

MR. ANTHONISEN: I'm actually not Mr. Losio, I'm Arthur Anthonisen representing the estate of Mr. Losio.

MR. KANE: Do you know of any complaints?

MR. ANTHONISEN: No, I'm not aware of any complaints.

MS. CORSETTI: I should say now for the record we did send out 42 addressed envelopes to the adjacent property owners on August 31.

MR. ANTHONISEN: And I do have the affidavit of publication as well.

MR. KANE: Construction of this garage, do you know if there are any water hazards created, any runoff?

MR. ANTHONISEN: No, not to my inspection or knowledge of any complaints regarding that.

MR. TORLEY: Entertain a motion?

MR. KRIEGER: Is the garage built on the top of any water or sewer easement, septic system or well?

MR. ANTHONISEN: I have the, I submitted a survey, it does not, the surveys do not indicate that to be the case.

MR. KRIEGER: Was this property served by well or by water?

MR. BABCOCK: Town sewer and Beaver Dam Lake water.

MR. NUGENT: I'll accept a motion.

MR. TORLEY: I move that we grant Mr. Losio his requested or his estate requested variance for 25 foot variance at 336 Maple Avenue.

MR. KANE: Second the motion.

ROLL CALL

MR. TORLEY	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. NUGENT	AYE

**OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO  
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: May 24, 2000

APPLICANT: Rudolph Losio  
336 Maple Avenue  
New Windsor, New York 12553

**COPY**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Existing 16x24 Attached Garage

LOCATED AT: 336 Maple Avenue

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 62-5-8

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing attached garage does not meet minimum front yard set-back.

  
BUILDING INSPECTOR

PERMITTED 35'

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-4      USE: 7-E

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

10'

25'

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS  
**IMPORTANT**  
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

RECEIVED

MAY 12 2000

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:

Building Permit #: 430-2000

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS  
REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Losio, et al

Address 336 Maple Ave Phone HOME (914) 457-9291

Mailing Address New Windsor, N.Y.

Name of Architect H/A

Address - Phone -

Name of Contractor H/A

Address - Phone -

State whether applicant is owner, lessee, agent, architect, engineer or builder architect

If applicant is a corporation, signature of duly authorized officer. -

(Name and title of corporate officer)



1. On what street is property located? On the See Survey side of \_\_\_\_\_  
(N,S,E or W)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_
2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Y \_\_\_\_\_ N \_\_\_\_\_
3. Tax Map Description: Section 62 Block 5 Lot 8
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
a. Existing use and occupancy Residence b. Intended use and occupancy \_\_\_\_\_
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? Review Permit 928-1474  
See Survey
7. Dimensions of entire new construction. Front \_\_\_\_\_ Rear \_\_\_\_\_ Depth \_\_\_\_\_ Height \_\_\_\_\_ No. of stories \_\_\_\_\_
8. If dwelling, number of dwelling units: 1 Number of dwelling units on each floor 1  
Number of bedrooms 3 Baths 1 Toilets 1 Heating Plant: Gas \_\_\_\_\_ Oil X  
Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_ If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use TL/A
10. Estimated cost 2 Fee \_\_\_\_\_  
7041 50.00 **PAID** 50.00

date

# APPLICATION FOR BUILDING PERMIT

TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock

Asst. Inspectors: Frank Lisi & Louis Krychear

New Windsor Town Hall

555 Union Avenue

New Windsor, New York 12553

(914) 563-4618

(914) 563-4693 FAX

Bldg Insp Examined

Fire Insp Examined

Approved

Disapproved

Permit No.

## INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

(Owner's Signature)

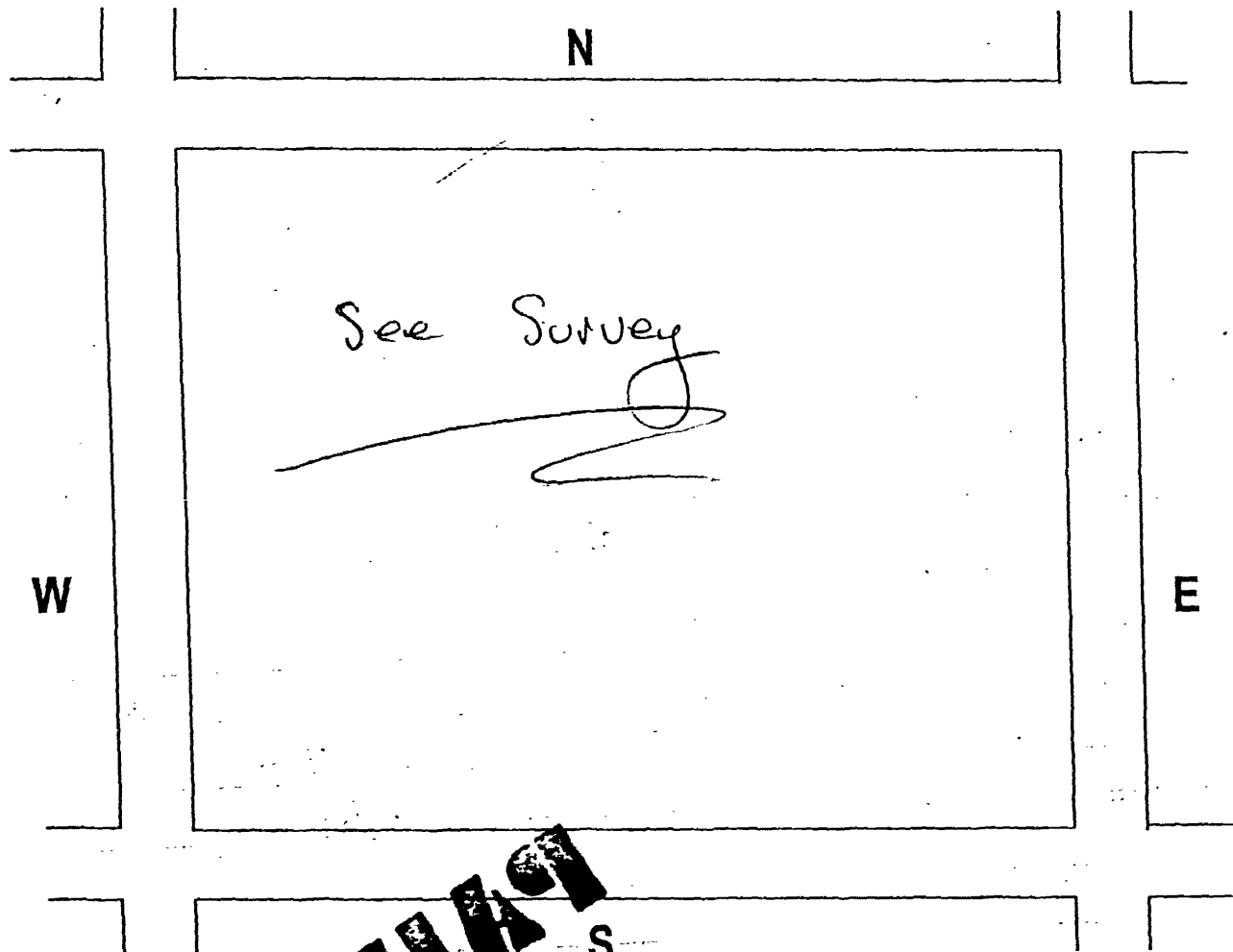
(Address of Applicant)

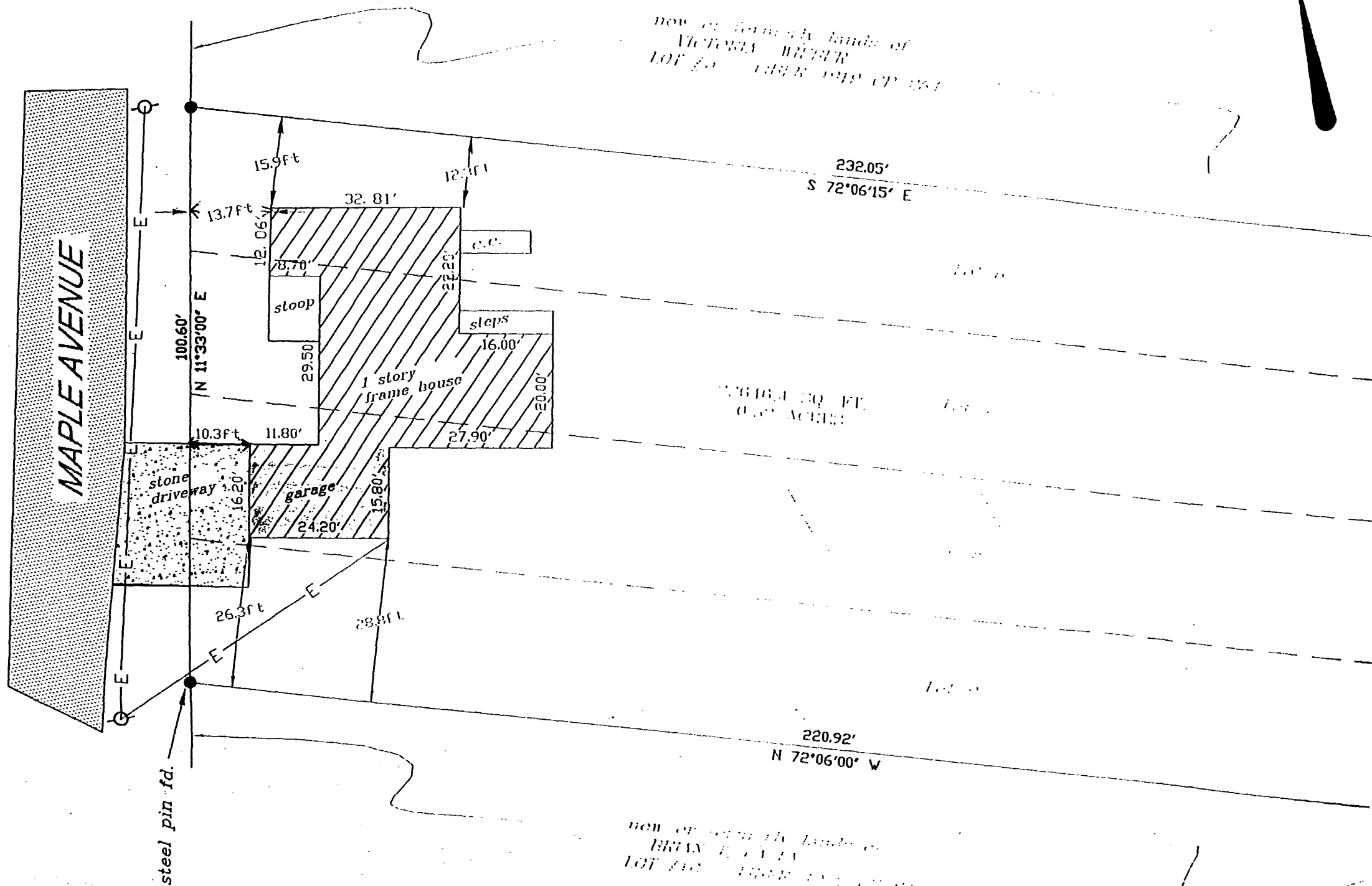
(Owner's Address)

PLOT PLAN

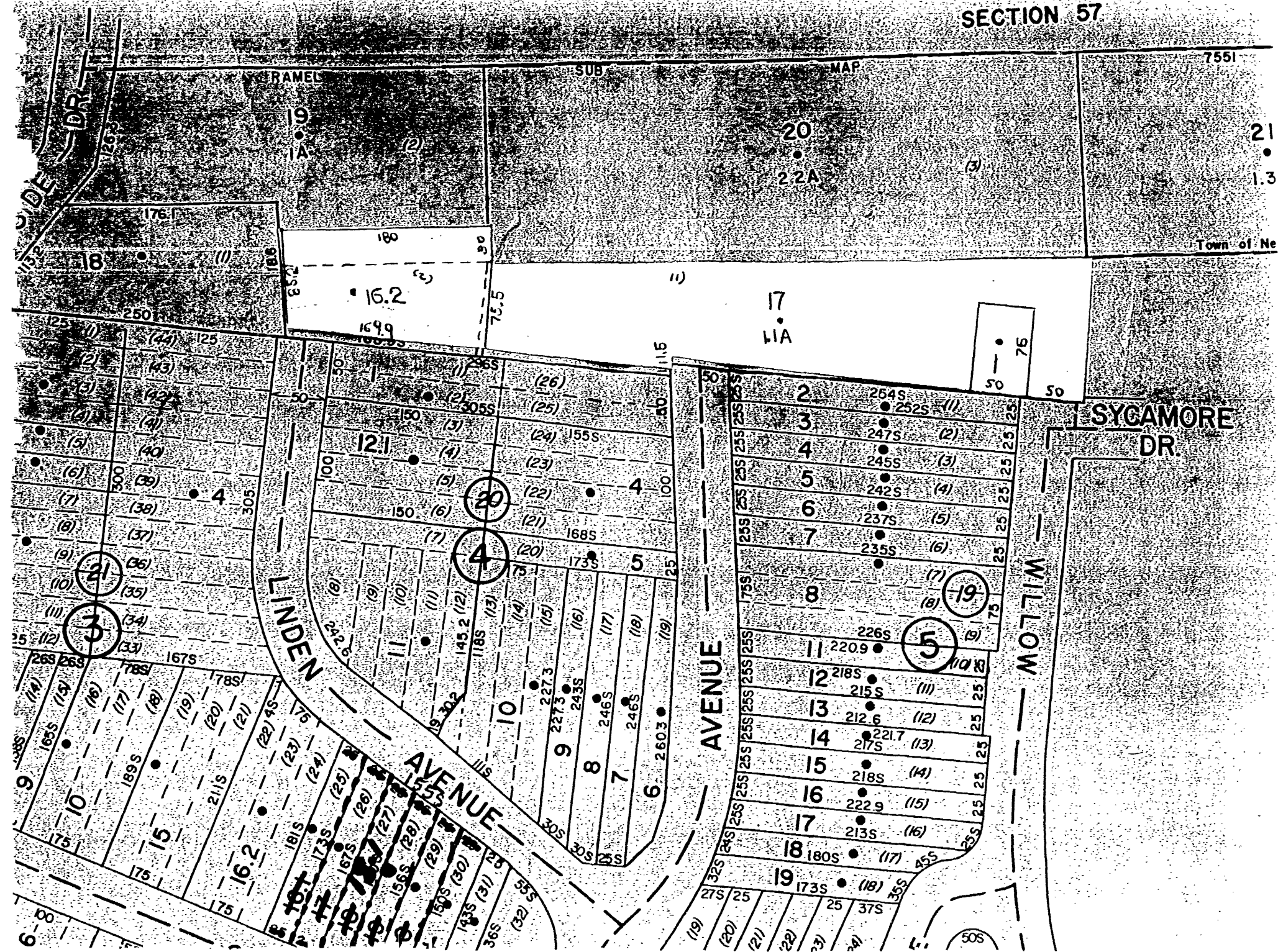
**NOTE:**

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





# SECTION 57



Date ..... 7/13/00 ..... 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO ..... Frances Roth  
168 N. Drury Lane  
Newburgh, N.Y. 12550 ..... DR.

DATE			CLAIMED	ALLOWED
8/14/00		Zoning Board Mtg,	75.00	
		Misc - 2		
		Losio - 2 9.00		
		Ferguson - 3		
		Marulanda - 5		
		Dunkin Donuts - 3		
		Lehman - 3		
		Schlesinger - 3		
		Panella - 3		
		Pearson - 3		
		Cutro - 1		
		Young - 3		
		Pays Inn - 3		
		Czepiel - 2	175.50	
		Lahey - 3	250.50	
		39		

PRELIMINARY MEETING:

LOSIO, RUDOLPH

Mr. Arthur Anthonisen appeared before the Board for this proposal.

MR. TORLEY: Request for 25 foot front yard variance for existing attached garage at 336 Maple Avenue in an R-4 zone.

MR. ANTHONISEN: I'm here to represent the Losios. My name is Arthur Anthonisen. This is a house that was built in 1968, and it has an addition built on in '74, rear addition as well as garage. The house is in the process of being sold. It's been owned by the Losio family I think for many years. And it's about to be sold now and the certificate of occupancy is required. And the survey disclosed that the additions are now encroaching. And we're asking for a variance on that setback. I have another survey here that may help. I also brought some photographs.

MR. TORLEY: When was the garage built?

MR. ANTHONISEN: In '74.

MR. TORLEY: And since this projects closer to the road than the original house, you're here for the variance.

MR. ANTHONISEN: For the variance, yes.

MR. BABCOCK: Mr. Chairman, in 1974 when they applied for a permit, they applied for an addition and also for a garage. The addition was supposed to stick out at the opposite side of the house. It was supposed to stick out the same amount as the garage. Apparently, it didn't get constructed that way, so therefore, it puts the garage in violation. That's the only thing.

MR. TORLEY: As you know, the zoning board takes all actions by public hearing.

MR. ANTHONISEN: Yes.

MR. TORLEY: This is a preliminary meeting just so you can explain what you want and we can give you some feedback. Any questions you have gentlemen? Accept a motion.

MR. McDONALD: I make a motion we set him up for a public hearing.

MR. KANE: Second the motion.

ROLL CALL

MR. McDONALD	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: Now, one of the things you'll be doing is sending a mailing to the neighbors. That mailing sometimes is unclear. It's a legal statement, so it's sometimes unclear. So you or the applicant/owner might want to talk to some of his neighbors to let them know what actually is going on. It's just for his garage, he's not putting a toxic waste dump or something like that.

MR. KRIEGER: Those are the criteria on which the zoning board must decide. So, if you would address yourself to them at the public hearing, that would be helpful.

MR. ANTHONISEN: Okay.

MR. TORLEY: We'll put you on the schedule.

MR. ANTHONISEN: Thank you very much.



ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR  
COUNTY OF ORANGE:STATE OF NEW YORK

X

In the Matter of the Application for Variance of

Rudolph Losio

AFFIDAVIT OF  
SERVICE  
BY MAIL

# 00-27.

X

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

PATRICIA A. CORSETTI, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at  
7 Franklin Avenue, New Windsor, N. Y. 12553.

That on the 31st day of Sept. Aug., 2000, I compared the 42.  
addressed envelopes containing the Public Hearing Notice pertinent to this case  
with the certified list provided by the Assessor regarding the above application  
for a variance and I find that the addresses are identical to the list received. I  
then caused the envelopes to be deposited in a U.S. Depository within the Town  
of New Windsor.

Patricia A. Corsetti

Notary Public

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of New York

County of Orange, ss:

Steven Smith being duly sworn

disposes and says that he is

Vice President of the E.W. Smith

Publishing Company; Inc. publisher

of The Sentinel, a weekly newspaper

published and of general circulation

in the Town of New Windsor, Town of

Newburgh and City of Newburgh and

that the notice of which the annexed is

a true copy was published once

in said newspaper, commencing on

the 5 day of Sept. A.D., 2000

and ending on the 5 day of September

A.D. 2000

*Steven Smith*

**PUBLIC NOTICE OF  
HEARING  
ZONING BOARD OF  
APPEALS  
TOWN OF NEW WINDSOR**  
PLEASE TAKE NOTICE that the  
Zoning Board of Appeals of the TOWN  
OF NEW WINDSOR, New York, will  
hold a Public Hearing pursuant to Section  
48-34A of the Zoning Local Law on the  
following Proposition:  
Appeal No. 27  
Request of Rudolph Lasso for a VARI-  
ANCE of the Zoning Local Law to Permit  
existing attached garage w/manufactured  
front yard, being a VARIANCE of Section  
48-12-Table of Use/Bulk Regs. Col. E for  
property situated as follows: 336 Maple  
Avenue, New Windsor, N. Y. 12553  
known and designated as tax map Section  
62, Blk. 5 Lot 8.  
PUBLIC HEARING will take place on  
the 25th day of Sept., 2000 at the New  
Windsor Town Hall, 555 Union Avenue,  
New Windsor, New York beginning at  
7:30 o'clock P.M.  
James Nugent  
Chairman  
By: Patricia A. Corbelli, Secy.

Subscribed and shown to before me

this 14 day of Sept, 2000.

*Mary E. Fordenbacher*

Notary Public of the State of New York

County of Orange.

MARY E. FORDENBACHER  
Notary Public, State of NY  
Residing in Orange County  
No. 4718013

My commission expires 2.28.01

*Pls. publish immediately. Send bill to: Arthur Anthonisen  
2084 State Rt. 208  
Montgomery, N.Y. 12549*

**PUBLIC NOTICE OF HEARING**

**ZONING BOARD OF APPEALS**

**TOWN OF NEW WINDSOR**

**PLEASE TAKE NOTICE** that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 27

Request of Rudolph Losio

for a VARIANCE of the Zoning Local Law to Permit:

existing attached garage w/ insufficient front yard;

being a VARIANCE of Section 48-12-Table of Use/Bulk Regs. - Col. E

for property situated as follows:

336 Maple Avenue, New Windsor, N.Y. 12553.

known and designated as tax map Section 62, Blk. 5 Lot 8

PUBLIC HEARING will take place on the 25<sup>th</sup> day of Sept., 2000, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.  
Chairman

By: Patricia A. Corsetti, Secy.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 00-27

Date: 08/31/00

I. Applicant Information:

- (a) John Rudolph, & George Losio, 336 Maple Ave  
(Name, address and phone of Applicant) (Owner)
- (b) Timothy & William Erickson, 336 Maple Ave - New Windsor  
(Name, address and phone of purchaser or lessee)
- (c) Timothy McAdam, PO Box 500, Walden NY 12586; 778-7588  
(Name, address and phone of attorney)
- (d) Arthur Antonisen, 2084 Rte 208 Montgomery NY 12549, 457-9291  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ( ) Use Variance ( ) Sign Variance
- (X) Area Variance ( ) Interpretation

III. Property Information:

- (a) R-4 336 Maple Ave 62 5 8 .52 Acres  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? ~ 1968
- (e) Has property been subdivided previously? YES
- (f) Has property been subject of variance previously? NO  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) T1

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. E.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. <u>35 ft.</u>	<u>10 ft.</u>	<u>25 ft.</u>
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

The applicant respectfully requests that the Board waive the 25' Front Yard setback requirement for this property. The house was constructed in 1968 consistent with the neighborhood setting. In 1974 a garage was added that was 3.4 ft closer to the property line and in violation of the code. This situation has existed for 25+ yrs with no adverse effect, and we therefore ask your consideration in this matter.  
(You may attach additional paperwork if more space is needed)

#### VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, \_\_\_\_\_ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

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(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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#### VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

It is proposed that the Board waive the 25' Front yard setback requirement for this property

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#### VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

It is offered to maintain the property as is  
which is consistent with the neighborhood and in  
the spirit of the New Windsor Zoning

IX. Attachments required:

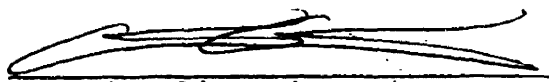
- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- N/A ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A ☐ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: Aug 31, 2000


STATE OF NEW YORK )  
 ) SS.:  
 COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

  
 (Applicant)  
 ARTHUR ANTHONISEN

Sworn to before me this

31<sup>st</sup> day of August, ~~19~~ 2000

 KAREN CONQUES  
 Notary Public, State of New York  
 No. 4837030  
 Qualified in Orange County  
 Commission Expires 12/31/01

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_

(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



Date 7/18/00, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO ..... Frances Roth  
168 N. Drury Lane..... DR.  
New York NY 12550

DATE			CLAIMED	ALLOWED
4/36/00		Zoning Board Mtg		75 00
		Misc - 2		
		Bed / Guardian - 3		
		Lesio - 1		
		Young - 3		
		Choet Days Inn - 2		
		Czepiel - 3		
		Kelly - 4		
		Lakey - 2		
		Bila - 15		
		Don Marciano - 6		207 00
		Reynolds - 6 = 46		282 00

June 26, 2000

4

LOSIO, RUDOLPH

MR. NUGENT: Is anyone here for this request? We'll skip that and go to the next one.



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (914) 563-4631  
Fax: (914) 563-4693

## Assessors Office

June 13, 2000

42

Arthur Anthonisen  
2084 Route 208  
Montgomery, NY 12549

Re: 62-5-8 Losio

Dear Mr. Anthonisen,

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$65.00, minus your deposit of \$25.00.

Please remit the balance of \$40.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook  
Sole Assessor

LC/lrd  
Attachments

CC: Pat Corsetti, ZBA

William & Mary Ann Walsh Jr.  
507 Island Court  
Indian Harbour Beach, FL 32937

Paul & Katrina Rubino  
316 Linden Avenue  
New Windsor, NY 12553

Patrick & Beth O'Connor  
324 Maple Avenue  
New Windsor, NY 12553

Carol Davidson  
364 Oak Drive  
New Windsor, NY 12553

Mary & John Rinaldi  
322 Linden Avenue  
New Windsor, NY 12553

Ellen Davis  
Julia Ciano  
610 Ovington Avenue  
Brooklyn, NY 11209

John & Ann Salony  
362 Oak Drive  
New Windsor, NY 12553

Patricia Ramel  
328 Linden Avenue  
New Windsor, NY 12553

Patricia Lane  
340 Oak Drive  
New Windsor, NY 12553

Alexander, Mary & Walter Kosik  
360 Oak Drive  
New Windsor, NY 12553

Thomas & Mary Ellen McGowan Jr.  
333 Maple Avenue  
New Windsor, NY 12553

Andrew & Elizabeth Kuriplach  
38 Oak Drive  
New Windsor, NY 12553

David & Valerie Abbott  
354 Oak Drive  
New Windsor, NY 12553

David Newman  
PO Box 493  
Fishkill, NY 12524

Richard Sarnowski  
326 Oak Drive  
New Windsor, NY 12553

Lawrence & Berda Conner  
309 Maple Avenue  
New Windsor, NY 12553

Guy & Beth Rickli  
10 Lake Side Drive  
New Windsor, NY 12553

Adam & Lisa Hellman  
320 Oak Drive  
New Windsor, NY 12553

Beaver Dam Lake Water Corp.  
C/o Helen O'Leary  
126 Shore Drive  
New Windsor, NY 12553

John & Susan Pucci  
337 Maple Avenue  
New Windsor, NY 12553

Frederick & Florence Laux  
8 Willow Avenue  
New Windsor, NY 12553

Mary Rinaldi  
325 Maple Avenue  
New Windsor, NY 12553

Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

Paul & Joanne Ciccone  
304 Maple Avenue  
New Windsor, NY 12553

Thomas & Yanira Moriana  
323 Maple Avenue  
New Windsor, NY 12553

Victoria Wieber  
344 Maple Avenue  
New Windsor, NY 12553

James & Marie Kelly  
335 Oak Drive  
New Windsor, NY 12553

Frank Kieck  
Susan Cohen-Kieck  
317 Maple Avenue  
New Windsor, NY 12553

Brian & Lisa Casey  
330 Maple Avenue  
New Windsor, NY 12553

Walter & Deborah Law  
5520 North Ocean Blvd.  
Ocean Ridge, FL 33435

Edward & Margaret Janatsch  
353 Oak Drive  
New Windsor, NY 12553

Bruce & Carol Anne Shepard  
16 Lake Side Drive  
New Windsor, NY 12553

Dolores Schimenti  
305 Maple Avenue  
New Windsor, NY 12553

Jeffrey & Kathleen Roma  
PO Box 109  
Salisbury Mills, NY 12577

John & Denise Ryan  
333 Hickory Avenue  
New Windsor, NY 12553

Stephen & Donna Leadem  
337 Hickory Avenue  
New Windsor, NY 12553

County of Orange  
255-275 Main Street  
Goshen, NY 10924

Lawrence & Kathleen Rossini  
319 Hickory Avenue  
New Windsor, NY 12553

Thomas & Joan Dunnigan  
323 Hickory Avenue  
New Windsor, NY 12553

Martha Shilling  
Eileen Stine  
37 Hibiscus Drive  
Ormond Beach, FL 32176

William & Margaret Ferris  
10 Willow Avenue  
New Windsor, NY 12553

Gilbert Scarazzini  
4 Willow Avenue  
New Windsor, NY 12553

# This Indenture,

Made the 15<sup>th</sup> day of March nineteen hundred  
and seventy-six

Between JOSEPH M. LOSIO and RUDOLPH L. LOSIO

as execut ORS of the Estate of THERESA LOSIO  
under the last will and testament of THERESA LOSIO  
late of Orange County, New York

deceased, parties of the first part,

and JOSEPH LOSIO, residing at Shore Drive, Beaver Dam Lake, Newburgh,  
New York; RUDOLPH L. LOSIO, residing at Maple Avenue, Beaver Dam Lake,  
Newburgh, New York; JOHN LOSIO, residing at 46 Hoffman Avenue, Sayerville,  
New Jersey; and GEORGE LOSIO, residing at 1 Third Avenue, Farmingdale,  
New York

parties of the second part,

Witnesseth, that the parties of the first part, by virtue of the power and authority to  
them given in and by said last will and testament, and in consideration of  
-----TEN and no/100-----(\$10.00)----- Dollars,  
lawful money of the United States,

paid by the parties of the second part,

do hereby grant and release unto the parties of the second part,  
their heirs or successors and assigns forever,

~~ALL that piece or parcel of land situated in the Town of New Windsor,  
Orange County, New York, being Lots Nos. 6, 7, 8, 9, Block 19 upon a  
certain map entitled Beaver Dam Lake, Section 1, lands of Henry Powell  
Ramsdell, Towns of Cornwall and New Windsor, Orange County, New York, made  
by Blake and Woodhull, C. E. dated April 22, 1931, and filed in the Office  
of the Clerk of the County of Orange.~~

~~TOGETHER with an easement or right of way as an appurtenance to said premises  
over all streets and parkways shown on said map and the right to use the  
Lake shown on said map for boating, fishing, recreation and sports insofar  
as the same may be lawfully used.~~

~~IN WITNESS WHEREOF, the parties of the first part, their heirs or successors  
and assigns, have hereunto set their hands and seals, and the parties of the  
second part, their heirs or successors and assigns, have hereunto set their  
hands and seals, at New Windsor, Orange County, New York, this 15th day of  
March, 1976.~~

ALL that piece or parcel of land situated in the Town of New Windsor,  
Orange County, New York, being Lots Nos. 6, 7, 8, 9, Block 19 upon a  
certain map entitled Beaver Dam Lake, Section 1, lands of Henry Powell  
Ramsdell, Towns of Cornwall and New Windsor, Orange County, New York, made  
by Blake and Woodhull, C. E. dated April 22, 1931, and filed in the Office  
of the Clerk of the County of Orange.

TOGETHER with an easement or right of way as an appurtenance to said premises  
over all streets and parkways shown on said map and the right to use the  
Lake shown on said map for boating, fishing, recreation and sports insofar

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association.

**WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT**

**NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.**

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

**Residential Contract of Sale**

**Contract of Sale** made as of

1999 BETWEEN JOSEPH LOSIO,

RUDOLPH L. LOSIO, JOHN LOSIO AND GEORGE LOSIO

Address: 6A Swift Lane, Whiting, New Jersey 08759

Social Security Number/Fed. I. D. No(s):

hereinafter called "Seller" and

WILLIAM ERICKSON

Address: 604 Tudor Hill, Nanuet, New York 10954

Social Security Number/Fed. I. D. No(s):

hereinafter called "Purchaser".

**The parties hereby agree as follows:**

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 336 Maple Avenue

Tax Map Designation: 62-5-8

T/O New Windsor

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (~~strike out inapplicable items~~). A/C unit in family room

**REFRIGERATOR AND FURNITURE** in front bedroom and family room only.

~~interest at the rate of~~ percent per annum, in monthly installments of \$ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on

(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law ("Institutional Lender"), it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

~~5. Purchase Money Mortgage. (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c)~~

Excluded from this sale are furniture and household furnishings and

**3. Purchase Price.** The purchase price is

101,000.00  
~~\$ 90,000.00~~

payable as follows:

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):  
(\$500.00 paid on binder) \$ 3,000.00 \* to be

to be returned to purchaser at closing of title  
(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed: \$

(c) by a purchase money note and mortgage from Purchaser to Seller: \$

(d) balance at Closing in accordance with paragraph 7:

\$ 98,000.00

~~4. Existing Mortgage. (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:~~

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with~~

~~\* returned to Purchaser at closing of title~~

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than percent per annum and the total debt service thereunder shall not be greater than \$ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

**6. Downpayment in Escrow.** (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at Walden Savings Bank Two Bank Street, Walden, NY 12586

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) (Delete if inapplicable) hold the Downpayment in an interest-bearing account for the benefit of



the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

~~party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph.~~

**9. Permitted Exceptions.** The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

**10. Governmental Violations and Orders.** (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

~~(b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.~~

**11. Seller's Representations.** (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

**7. Acceptable Funds.** All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ 500.00 ; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

**8. Mortgage Contingency.** ~~(Delete if inapplicable)~~ The obligations of Purchaser hereunder are conditioned upon issuance on or before , 19 , (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed or initial adjustable rate of interest not to exceed for a term of at least years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. Purchaser shall (a) make prompt application to an Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which ~~case this contract shall be deemed cancelled and thereafter neither~~

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

**12. Condition of Property.** Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

**13. Insurable Title.** Seller shall give and Purchaser shall accept such title as any company duly licensed to insure titles in NY State shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

**14. Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain & Sale W/CAG

deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law

ALL that piece or part of land being Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 upon a certain map entitled Beaver Dam Lake, Section 1, lands of Henry Powell Ramsdell, Towns of Cornwall and New Windsor, Orange County, New York, made by Blake and Woodhull, C. E., dated April 22, 1931, and filed in the Office of the Clerk of the County of Orange.

TOGETHER with an easement or right of way as an appurtenance to said premises over all streets and parkways shown on said map and the right to use the Lake shown on said map for boating, fishing, recreation and sports insofar

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as Anna Johnson has the right to grant such use to Alfred DeMeo, Jr.; without recourse, however, to Anna Johnson, her heirs, executors, administrators or assigns, for any claim of damages cause of action or claim of liability for injury or death caused by or arising from or by reason of the use of said streets and parkways, or said lake by Alfred DeMeo, Jr., his heirs or assigns.

RESERVING, however, a utility right of way and subject to those covenants and agreements as are more particularly set forth in a certain deed, Anna Johnson to Alfred DeMeo, Jr., dated July 8, 1957 and recorded September 26, 1957 in Liber 1440 of Deeds at page 501.

SUBJECT to covenants and restrictions of record, provided same do not render title unmarketable.

BEING the same premises conveyed to Theresa A. Losio by Frank T. Fusco and Kathleen A. Fusco by Deed dated October 27, 1972 and recorded in the Orange County Clerk's Office on November 1, 1972 in Liber 1924 of Deeds at page 79, the said Theresa A. Losio having died a resident of Orange County on June 6, 1975 and the Will of said Theresa A. Losio having been admitted to probate in the Surrogate Court of Orange County, New York.

**SCHEDULE "A"**

**SELLER'S RIDER**

NOTWITHSTANDING ANYTHING TO THE CONTRARY OR INCONSISTENT HERewith  
IN THE MAIN AGREEMENT TO WHICH THIS IS A RIDER, THE PARTIES AGREE  
AS FOLLOWS:

Seller: JOSEPH LOSIO, RUDOLPH L. LOSIO, JOHN LOSIO & GEORGE  
LOSIO

Purchaser: WILLIAM ERICKSON

Dated: July , 1999

**TITLE TRANSFER SUBJECT TO**

1. Said premises are sold and are to be conveyed subject to the  
following in addition to the "Subject" clauses previously set  
forth in the printed portion of this contract. (See Provision  
Four)

a) Subject to any state of facts an accurate survey might  
show, provided same does not render title unmarketable.

b) Subject to covenants and restrictions of record  
affecting the premises, if still in effect, provided same do not  
prohibit the continued use and maintenance of present structures  
on the premises.

c) Subject to reservations, utility agreements, rights  
of way and easements of record, provided same do not prohibit the  
use and maintenance of present structures on the premises.

d) Subject to the purchaser not rejecting title if existing  
premises violate "b" or "c", provided that a title insurance  
company will insure that the structures may remain as long as  
they shall stand or the title company will insure against the  
enforcement of any restrictions stated in "b" or "c".

**CONDITION OF SUBJECT PROPERTY**

2. a) The purchaser has examined the premises and the  
personal property appurtenant to or used in connection with the  
operation of the same, and are physically familiar with the  
condition thereof and agrees to purchase the same AS IS in their  
present physical condition.

b) Seller represents that at the time of closing,  
the premises will be delivered vacant and broom clean, with the  
plumbing, heating (which includes any hot water heater) and

electrical systems in working order. This representation shall not survive the delivery of the deed.

c) Seller makes no representations or warranties with respect to the personal property or appliances included in the sale and listed elsewhere in this agreement. All such personalty is included only to the extent the same now exists in the premises.

#### **ASSIGNMENT OF CONTRACT**

3. This contract may not be assigned by the purchaser without the prior written consent of the seller.

#### **WARNING: CLOSING OF TITLE IS FINAL**

4. The delivery and acceptance of the deed at closing of title shall be deemed to constitute full compliance by the seller with the terms, covenants and conditions of this contract on the seller's part to be performed, and none of the terms of this contract, except those specifically stated to survive the delivery of the deed shall survive title closing.

#### **CONDITION OF PROPERTY**

5. Seller is not required to make any repairs to the premises and the personal property located therein included in this sale, prior to or following the closing of title. The seller agrees, however, that the premises shall be delivered in substantially the same condition as they are in as of the date of this agreement, normal wear and tear excepted.

#### **NO OTHER AGREEMENTS RECOGNIZED**

6. This agreement constitutes the entire contract between the parties hereto and the seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations, or information pertaining to said premises, made or furnished by the seller or by any real estate broker, agent, employee, servant, or other person representing or purporting to represent the seller unless such are expressly and specifically set forth herein.

#### **PURCHASER'S RIGHT OF ACCESS**

7. The seller shall provide the purchaser with access to the subject premises at any time within forty-eight (48) hours of the closing of title in order to ascertain the condition of the premises, at which time electricity will be available and water service and heating systems will be operative.

#### **PURCHASER'S OBLIGATIONS CONCERNING TITLE**

8. In the event that the report of any title company

shows objections and exceptions, the seller shall, upon receipt of written notice of the purchaser of such objections and exceptions to title, have the right, at seller's option, to cure the defect within thirty (30) days of the date on which such notice was received, and the date for the closing shall be adjourned accordingly.

#### SELLER'S OBLIGATIONS CONCERNING TITLE

9. Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises marketable. The purchaser may, nevertheless, accept such title as the seller may be able to convey, at purchaser's option, without reduction of the purchase price or any credit allowances against the same and without any other liability on the part of the seller.

Seller shall not be responsible for or obligated to pay, in whole or in part, any expenses, fees, discounts, or other charges in connection with the purchasers obtaining a mortgage in connection with the performance of this agreement.

#### DOWN PAYMENT TO BE HELD IN ESCROW

10. The down payment paid hereunder, shall be held in the escrow account of Kenneth D. Johnson, P.C., attorney at law, the attorney for the seller until closing of title. The down payment will be held in IOLA account number 06 30 000072 of Walden Savings Bank, Two Bank Street, Walden, N.Y. 12586. The escrowee shall be under no liability or obligation except to disburse the said down payment in accordance with the provisions of this contract. All parties hereto agree to hold the escrowee harmless from any costs or expenses in any suit arising out of said escrow.

#### CLOSING DETAILS

11. If, at the date of closing, there may be any liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to pay the same, provided the seller shall simultaneously deliver to the purchaser, at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing of such instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of the closing, seller will deposit with said title company sufficient monies, acceptable to and required by it to insure obtaining and recording the required satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with the insurance against the enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to

the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes, liens or encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

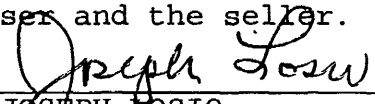
#### PLACE OF CLOSING

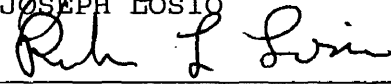
12. In the event the closing does not take place at the office of the seller's attorney and instead takes place at a location greater than 35 miles from the premises being sold herein, the seller's attorney shall be compensated by the purchaser in an amount of \$150.00 to cover the cost and time of traveling.

#### LEAD PAINT

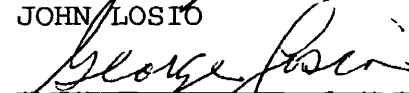
13. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection for possible lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Said assessment or inspection shall be done at the expense of the Purchaser.


16. The downpayment of \$3,000.00 shall be non-refundable upon the signing of contracts the purchaser and the seller.

  
JOSEPH LOSIO

  
RUDOLPH L. LOSIO

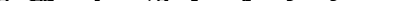
  
JOHN LOSIO

  
GEORGE LOSIO

  
WILLIAM ERICKSON



**15. Closing Date and Place.** Closing shall take place at the office of Kenneth D. Johnson, 5 Bank St., Walden or the purchasers lending institution



(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment there-

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

**19. Allowance for Unpaid Taxes, etc.** Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

**20. Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

**21. Title Examination; Seller's Inability to Convey; Limitations of Liability.** (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects") other than those subject to which Pur-

of. The provisions of this paragraph (c) shall survive Closing.

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.

(f) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(g) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

**17. Deed Transfer and Recording Taxes.** At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

**18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.** (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation

chaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

**22. Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

**23. Defaults and Remedies.** (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

**24. Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

**25. Notices.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

**26. No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

**27. Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than ERA FAMILY REALTY & COLDWELL BANKER

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs,

claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

**28. Miscellaneous.** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

**29.** See rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

*Joseph Losio*

JOSEPH LOSIO

Seller

*Rudolph L. Losio*

RUDOLPH L. LOSIO

Seller

Attorney for Seller:

*John Losio*

JOHN LOSIO

KENNETH D. JOHNSON

Address:

P.O. BOX 272

Walden, NY 12586

Tel.: 778-5525

Fax: 778-7423

*William Erickson*

WILLIAM ERICKSON

Purchaser

*George Losio*

GEROGE LOSIO

~~XXXXXXXX~~

Seller

Attorney for Purchaser:

DAVID FLEISCHER

Address:

399 Knollwood Road

White Plains, NY 10603

Tel.: 946-6300

Fax: 428-7164

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

Escrowee

## Contract of Sale

TITLE NO.

PREMISES

Section

Block

Lot

County or Town

Street Number Address

TO



FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NY

INCORPORATED 1928

"Appreciate the Fidelity Difference."

Member New York State Land Title Association